

3410546  
3410540

WHEN RECORDED PLEASE RETURN TO:  
Rolf Aase Construction Co.  
179 West Haven Avenue  
Salt Lake City, Utah 84115

AFFIDAVIT

500  
David Aase  
David Bone

Mar 13 10 46 AM '80

KATHIE L. ...  
RECORDS  
SALT LAKE COUNTY  
UTAH

The undersigned, Rolf Aase, in his capacity as President of Rolf Aase Construction Company, Inc., A Utah Corporation, hereby deposes and says:

1. On March 11, 1980, a Declaration of Building and Use Restrictions was recorded as Entry No. 3409831 in Salt Lake County, Utah.
2. Said Declaration affected the following described property, to wit:  
Lots 1-89 inclusive, Viking Estates Subdivision
3. Inadvertantly, page four(4) of said Declaration was not recorded.
4. Said page four(4) is attached herewith and intended to be recorded as a part of the above said Declaration.
5. Said page four(4) shall hereby be included as part of the above said Declaration.

UT-66900

ROLF AASE CONSTRUCTION COMPANY, INC.

BY [Signature]  
ROLF AASE, PRESIDENT

STATE OF UTAH )  
County of Salt Lake )

On the 12th day of March, 1980, personally appeared before me Rolf Aase, who being by me duly sworn, did say that he is the President of Rolf Aase Construction Company, Inc., a corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and said Rolf Aase acknowledges to me that said corporation executed the same.

My commission expires: August 28, 1983  
Residing at: Salt Lake City, Utah

[Signature]  
NOTARY PUBLIC

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2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

PART D. GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.

2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

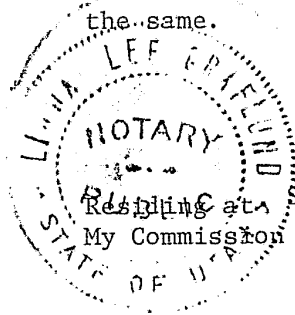
3. Severability. Invalidation of any one of these covenants by judgement or court order shall be in no wise affect any of the other provisions which shall remain in full force and effect.

ROLF AASE CONSTRUCTION CO., INC.

BY: [Signature]  
ROLF AASE President

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE)

On the 11th day of March, 1980, personally appeared before me ROLF AASE known to me to be the President of Rolf Aase Construction Co., Inc., a Utah Corporation, the corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to a resolution of its board or directors, both in its capacity as a corporation, and that the said ALFRED HANSEN duly acknowledged to me that said corporation executed the same.



Linda Lee Grafflund  
NOTARY PUBLIC

Residing at Salt Lake City, Utah  
My Commission Expires June 7, 1983

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